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**MCPADDEN**  
**US CONGRESS**

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OFFICE OF GENERAL  
COUNSEL

1922 Taylors Gap Road  
North Garden, VA 22959  
May 24, 2010

Office of General Counsel  
Federal Elections Commission  
999 E Street, NW  
Washington, D.C. 20463

Re: Complaint filed by Edgar S. Robb against  
the Michael McPadden for Congress Campaign (FEC filings ID C00466730);  
(Candidate ID HoVA05061) received May 5, 2010; Case # MUR 6281

Subj: 2 U.S.C. Section 434(b)(3)  
11 CFR Sections 104.3(d); 104.11(b) and (b); 116.1(d) and 116.10(a)

Dear General Counsel:

I am Michael McPadden, candidate of the McPadden for Congress Campaign (hereinafter, individually and collectively, "Respondent" or "the Campaign"). This is in response to the referenced complaint filed by Edward S. Robb (hereinafter "Complainant") against the Campaign on April 26, 2010, and the subsequent notification thereof forwarded by your office. For the record, Respondent is registered with the FEC as a Political Committee in connection with the 2010 Congressional Election from the Commonwealth of Virginia's 11th Congressional District. Ms. Kim Collins, Esq. in your office previously was advised that there would be a slight delay in the Campaign's response to the referenced notice.

Although Complainant does not cite the statutory or regulatory basis for his complaint, after reviewing the substance of his referenced document, Respondent assumes that it refers to a campaign committee's obligation to duly report on a continuing basis all debts incurred by the campaign in accordance with the above cited statutory and regulatory language. With specificity, I refer to 11 CFR Sections 116.1(d) and 116.10(a) addressing the proper treatment and reporting of "disputed debts".

Section 116.1(d) defines a disputed debt as, "...an actual or potential debt or obligation owed by a political committee, including an obligation arising from a written contract, promise or agreement to make an expenditure where there is a bona fide disagreement between the creditor and the political committee as to the existence or amount of the obligation owed by the political committee."

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It is Respondent's position that in connection with Complainant's claim, none of the elements of this definition of a "disputed debt" are present in that there was not at any time a written contract, promise (written, oral, implied or otherwise), or other agreement between Respondent and Complainant regarding payment of Complainant's expenses, specifically, his claim for reimbursement of his incurred expenses for mileage and food arising out of his position with the Campaign from October 15, 2009 thru December 1, 2009, or any other period of time. Because there was no contract, promise or agreement regarding this matter, by definition there is no bona fide disagreement regarding either the existence or amount of any obligation here, only Complainant's unsupported and mistaken assertions.

Despite Complainant's statement that, "I agreed to be paid \$2000 per month plus mileage at the IRS approved amount of \$.55/mile and actual expense reimbursement for my food", he cites no provision in his written contract with the Campaign (or any other agreement or promise allegedly made by Respondent) that supports a bona fide claim for reimbursement of Complainant's above highlighted expenses.

Nor does Complainant claim that any assurances or other commitment(s) in any form outside the four corners of our written agreement regarding reimbursement of his expenses were given to him by Respondent prior to or contemporaneous with his entering into our contract, or even that any discussions regarding this matter occurred between him and anyone in the Campaign prior to his initial demand for expense reimbursement, which occurred after he left the employment of the Campaign under less than favorable conditions for reasons that are not germane here. Complainant merely asserts his misrepresentation that, "At no time...would I work for only \$2000 per month and pay all my own travel and food expenses..."

Despite his above assertion or any "industry practice" to the contrary, it is clear that Complainant did agree to work for "only" \$2000 per month in this instance because his written contract explicitly provided that his sole remuneration would be a fixed monthly fee, and nothing more, and he did not take issue with this arrangement until after he left his employment with the Campaign. Moreover, given Complainant's extensive prior experience in political campaign consulting, one would think that were reimbursement of his expenses to be presumed, he would have had the foresight to insist that such a provision be included in our contract, yet he did not despite having adequate opportunity to do so during our initial discussions regarding the terms and conditions of his providing services to the Campaign. In fact, another experienced campaign consultant who is personally close to Complainant and who worked for the Campaign in another capacity during the same time as Complainant under essentially the same contract terms and conditions has acknowledged that it was his understanding that a fixed monthly fee was his sole remuneration, and that reimbursement of expenses was NOT part of his contractual arrangement ("his" in this sentence refers to this second Campaign official).

The bottom line is that for his approximately six weeks of service to the Campaign, Complainant was paid \$3000 in accordance with the contract's terms, receipt of which Complainant acknowledges in his statement. In short, there is no bona fide disagreement over the existence or amount of an obligation, that is, no "disputed debt" here, and thus no requirement on the part of Respondent to report this matter to the Commission.

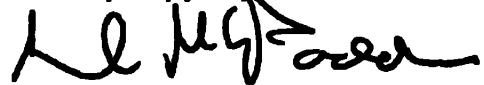
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Regarding Complainant's assertion that Respondent's actions after his departure from the Campaign are further evidence of a disputed debt, he is taking our subsequent communications out of their proper context. Upon Complainant's departure from the Campaign and after his initial demand was made for reimbursement of expenses, this demand being rejected by Respondent outright, Complainant began to engage in conduct amounting to harassment of the Campaign and its staff. And even though Complainant was asked to cease and desist, he persisted.

Because Complainant's continuing harassing behavior eventually became a serious distraction to the operation of the Campaign and was upsetting to members of the Campaign staff, Respondent thereupon contacted Complainant and the Parties did then engage in conversations that included Complainant's claim for reimbursement of his expenses, but the latter were peripheral to Respondent's sole purpose, which was NOT to engage in settlement discussions over a contract dispute, but to persuade Complainant to cease his unprofessional and harassing conduct. Despite the somewhat hollow assertion in his complaint that Complainant does not wish "to embarrass [my] family in the media", for him to bring his "sour grapes" allegations to the attention of the Commission at this time is simply a continuation of the actions that he has previously and repeatedly directed toward the Campaign.

Finally, regarding Complainant's assertion that Respondent has another unrelated, unreported debt, this is in error as this vendor was paid in full by the Campaign as previously reported. In any event, unless Complainant is acting as an agent or attorney-in-fact for this vendor, he has no standing to address this unrelated matter.

Very truly yours,



Michael McPadden

Michael McPadden

signed and sworn to before me

Pamela J. Arrato

Notary Public, Commonwealth of Virginia. My commission expires

May 31, 2013

